

GOVERNMENT OF PUERTO RICO
OFFICE OF THE GOVERNOR
ENVIRONMENTAL QUALITY BOARD

CONTRACT NO.: 2019-0000 14

PROFESSIONAL SERVICES CONTRACT
FISCAL YEAR 2018-2019

-----APPEAR-----

---- AS PARTY OF THE FIRST PART: THE ENVIRONMENTAL QUALITY BOARD of the Government of Puerto Rico, hereby represented by Tania Vázquez Rivera, Esq. as Executive Director, whom is of legal age, married and resident of Bayamón, Puerto Rico, hereinafter referred to as "EQB".-----

---- AS PARTY OF THE SECOND PART: NTT DATA EAS, INC. (previously known as EMPOWER SOLUTIONS, INC.,) a corporation organized under the laws of Michigan, U.S.A., with main office at 1660 International Drive, Suite 300, McLean, VA 22101, hereby represented by Mr. William Baver of legal age, married and resident of Pennsylvania, USA, as duly authorized by the Corporation as attested by Resolution of the Board of Directors of NTT DATA dated June 22, 2012, henceforth referred to as "NTT DATA". -----

---- NTT DATA EAS, Inc. is authorized by the State Department of the Commonwealth of Puerto Rico, to do business in Puerto Rico, as accredited in Certificate of Authorization to do Business in Puerto Rico numbered 10,067-F. -----

-----LEGAL BASIS-----

---- This Professional Services Contract is performed in accordance with Law 416-2004, as amended, known as the "Environmental Public Policy Act". -----

---- Both parties recognize their legal standing to execute this contract, therefore, they freely and willingly: -----

-----STATE-----

---- WHEREAS: By virtue of Law 416-2004, as amended, EQB is authorized to enter into this Contract; -----

---- NOW THEREFORE: In consideration of the foregoing premises and the mutual covenants and Contracts set forth herein, the parties hereto agree to execute this Contract under the following:

NTT DATA EAS, INC.
Professional and Consulting Agreement

-----TERMS AND CONDITIONS-----

---- **ARTICLE I** – NTT DATA will provide consulting services for the following: -----
---- To provide professional services with all tasks described in the proposal submitted by NTT DATA. The proposal dated **June 13, 2018** is made part of this Contract and is attached hereto as **Attachment A**. -----

---- **ARTICLE II** - NTT DATA will have consultants assigned to EQB performing these services as required: -----

---- **II (a)**, NTT DATA will provide services as per proposal which include solutions to support the EPA CAP efforts for Travel and Expenses and Asset Management, attend to any task assigned required by the Department of Treasury for compliance with Financials and Fiscal Supervision Board Requirements, support the agencies merge effort into the Department of Natural Resources and continue with support and managed services of the FIMAS Human Resources and Financials Application. The project team will utilize the NTT DATA Track Tool to track and resolve issues as they arise. The EQB Project Manager will determine the priority of the issues and will assign them to the appropriate personnel. Each personnel will track and resolve the issues according to the set priority. NTT DATA is responsible of maintaining, supporting and developing on an accurate regular basis the NTT DATA Track Tool free of charge during the life of this contract. NTT DATA will make the NTT DATA Track Tool available continuously to the EQB. NTT DATA agrees that the EQB will have ownership of the data contained at the NTT DATA Track Tool; thus the EQB will retain the right of access to such tool beyond the life of the contract. Notwithstanding, and unless a new Contract is made, it is agreed that NTT DATA will have no obligation for the support and maintenance of this tool beyond this contract term. -----

---- **II (b)**. As part of the production support component, NTT DATA will transfer as much production support knowledge as possible to EQB employees. Knowledge transfer will be a continuous effort. This effort is one that involves as much work from the consulting team as it does involvement and dedication from the EQB personnel. In addition to having EQB employees involved in the production support effort on a daily basis, the EQB employees will have access to the NTT DATA Track Tool, issues, questions and their resolution. By utilizing NTT DATA Track Tool, the EQB will be able to maintain a central repository of issues and their resolution. The EQB employees can look it up and use the resolution on a similar case. -----

---- **II (c)**. NTT DATA may assign the following team members as part of the production support services. The resources that could be assigned are not limited to this list and may be subject to change. The EQB may also request other types of resources at their convenience. Proposed team members are as follows: -----

- Eduardo Delannoy -- Project Manager
- Arlene Alcoba --Senior Business Consultant
- Beatriz Saez -- Senior Technical Analyst
- Wanda Lugo -- Junior Business Consultant
- Marleane Cesareo – Senior Business Consultant
- Jose Febus – DBA / Technical Consultant

EQB contact persons for the management of these projects and this contract will be: -----

- Alex Muñiz Lasalle - Finance División;
- Elizabeth Pitino, Esq.- Human Resources Office;

NTT DATA EAS, INC.
Professional and Consulting Agreement

- Osvaldo Alomar- Information Center

---- NTT DATA states that the certified consultants bring over eight (18) years of information systems consulting experience, dealing extensively with business process reengineering, technical development and technical architecture design implementation of PeopleSoft applications. In the eventuality that a team member needs to be changed, NTT DATA agrees that the new member will have the like qualifications, knowledge, certifications and ability of the changed team member. NTT DATA will have the sole responsibility of training and transferring knowledge to the new team member, as well of the responsibility of providing the team with a new member capable of giving the EQB the like quality and continuity of services. NTT DATA will not charge the EQB with fees related to new team members training, learning process, substitution or transition in order to understand and be the System. The EQB reserves the right to refuse or deduct payments for services rendered below the set standard provided by new team members. -----

---- II (d). This Contract is made under the following assumptions: -----

- NTT DATA resources will be dedicated to support the application software at production stage and assisting with the resolution of functional and technical issues that may impact the overall system functionality. -----
- While NTT DATA consultants will provide assistance in any area where they are capable, NTT DATA will assist EQB to deliver and support a stable technical environment for the project.-----
- At a minimum, the client team and support team should plan on brief weekly meetings to discuss the project status and assign open issues.-----
- The project team will require regular access to the EQB key decision-makers. To keep the team focused and help us resolve project issues, it is strongly suggested biweekly meetings with project executives NTT DATA personnel, and the EQB executives as they come necessary.-----
- NTT DATA will make database tools available for tracking project issues and system incidents. The project team should meet weekly to review issues and incidents and assign them to appropriate personnel for resolution. These tools, available with management reports and simple data entry forms, will track appropriate details such as author, due date, priority, etc., to facilitate project administration.-----
- The EQB functional resources will be available to the project team throughout the life of the contract to answer questions and assist on open tasks. The EQB technical environment will be available for use throughout the life of the project.-----
- The EQB will have in place the necessary infrastructure that includes project workspace, desks, phones, fax machines, copiers, printers, internet access for PeopleSoft Customer Connection, etc., to support the project team personnel.-----

---- II (e). It is the expressed intent of both parties that the EQB personnel become knowledgeable of the PeopleSoft application so that EQB personnel will support it in the future and on an ongoing basis. To that effect, the EQB will not assign third party or external consulting personnel for the PeopleSoft knowledge transfer discussions performed between the parties. NTT DATA can refuse to provide knowledge transfer to individuals that are not EQB employees. However, although the

NTT DATA EAS, INC.
Professional and Consulting Agreement

parties will not transfer knowledge to third parties, the EQB reserves the right to consult, seek advice, monitor, audit or evaluate the provided services by means of third parties for quality control purposes; provided that the third party will not have the benefit of said knowledge transfer, neither will have the benefit of supporting the EQB with the services contained in this Contract. -----

---- **ARTICLE III** – The consulting services under this contract will be provided on site at the main offices of the EQB. NTT DATA personnel could work off site with previous Contract between the parties. -----

---- **ARTICLE IV – PAYMENT:** -----

---- During the term of this Contract, EQB agrees to compensate NTT DATA the maximum amount of **FOUR HUNDRED FORTY FIVE THOUSAND ONE HUNDRED FORTY TWO DOLLARS (\$445,142.00)** and will bill not more than 4400 labor hours during the term of this contract, in accordance to the Table of pricing included in the proposal (**Attachment A**) of this contract and a monthly estimate as follows: -----

---- NTT DATA may not exceed the total amount to be paid nor the maximum number of hours to be billed nor the monthly estimate of billing, without obtaining a written authorization from THE BOARD; and if this happens, THE BOARD will not be responsible for any excess of billing. All invoices submitted by NTT DATA will also indicate the pending balance of labor hours that are available in accordance to this contract. -----

---- All payments will be made by the EQB upon approval, certification and acceptance of invoices by EQB management. -----

---- NTT DATA will submit to the EQB within the first ten (10) days of the past billing month, a duly certified invoice with a specification of the services provided. All billing for professional services rendered to the EQB shall be filed in triplicate and in a detailed and specific form. EQB shall review said invoices and, upon finding them correct, shall approve and process them for payment, or notify NTT DATA of any disputed items and pay the undisputed portion. EQB reserves the right to review the accuracy of the invoices and to perform the auditing, as it deems convenient. EQB will pay NTT DATA the full amount due for hourly billings pursuant to any outstanding invoices approved by the EQB, in a period of sixty (60) days from EQB's approval of the corresponding invoice, which shall not be unreasonably withheld. -----

---- Each invoice presented by the NTT DATA shall be detailed of the services provided presented in the form of a Status Report, Completed and In Process Task Report and must include the following Certification: -----

“Under penalty of nullity, I certify that no public officer or employee of the Environmental Quality Board of the Government of Puerto Rico is a party or has any interest in the gains or profits derived from the contract object of this invoice, or if he (she) is a party or has any interest in such gains or profits, a previous waiver has been obtained. The sole consideration for providing the goods and services object of this contract has been the payment agreed with the authorized representative of the agency. The amount of this invoice is fair and correct. The goods and services have been delivered and rendered, and no payments for them have been received”. -----

NTT DATA EAS, INC.
Professional and Consulting Agreement

----The payment of services for this contract will be made from account number: E1290-234-0140000-081-2018, as authorized by the Budget Office of the EQB. -----

---- EQB will not withhold any Social Security from payments made to NTT DATA. EQB may withhold to NTT DATA up to seven percent (7%) according to Law No. 1-2011, known as the Puerto Rico Internal Revenue Code of 2011, as amended. Also, EQB will deduct and retain any other percentage or special contribution required by law for the services provided under this contract. NTT DATA obliges itself, as a necessary condition to this Contract, to submit to EQB, any certification, waiver or any other document demonstrative of its tax condition with the Commonwealth of Puerto Rico. -----

---- NTT DATA is responsible for the filing of its tax returns and for the related payments to the U.S. Social Security, and to the Puerto Rico Treasury Department, as applicable, for any taxable amount resulting from the earnings under this Contract. -----

Required by Department of Treasury Letter (Carta Circular 1300-25-14): -----

---- The Contractor (NTT DATA) will compromise to cancel any tax debt that has not been clarified with the Commonwealth's Treasury Department throughout a withheld of the payments that they have right to receive under the terms of this contract. -----

ARTICLE V – CONTRACT NOT A PARTNERSHIP

---- Notwithstanding any other provisions contained herein, it is expressly agreed that NTT DATA is an independent contractor in the performance of each and every part of this CONTRACT. As such, NTT DATA is solely liable for all acts and omissions of itself, its officers, employees and agents, for all labor and expenses in the performance of tasks. It is further expressly agreed that this CONTRACT shall not be construed as a partnership or joint venture between NTT DATA, its affiliates, successors and EQB. NTT DATA shall have no authority to bind EQB for the performance of any Contract or otherwise obligate EQB, except as specifically set forth in this CONTRACT. -----

ARTICLE VI – CONFIDENTIALITY

---- NTT DATA, and its agents and employees, shall not disclose any confidential information obtained from EQB as a result of this CONTRACT without the prior written approval of EQB, and except as is necessary to fulfill the purpose of this CONTRACT. "Confidential Information" means information belonging to or in the possession or control of either party hereto which is of a personal, confidential, proprietary or trade secret nature that is furnished or disclosed to the other party under this CONTRACT. -----

ARTICLE VII – INSPECTION OF RECORDS

---- EQB, the Comptroller of Puerto Rico and any other local or federal authority shall have the right to inspect, evaluate, copy and audit any pertinent books, documents, and records of NTT DATA related to this CONTRACT and those of any its affiliates in order to evaluate the works performed, determination of amounts payable and compliance with this CONTRACT. -----

ARTICLE VIII – CONFLICT OF INTEREST

---- The parties certify that, to the best of their knowledge: (1) no officer or employee or agent of EQB, has any pecuniary interest, direct or indirect, in this CONTRACT; (2) no appointed official or employee of the Commonwealth of Puerto Rico has any interest in the process or benefits of

NTT DATA EAS, INC.
Professional and Consulting Agreement

this CONTRACT, according to Article 3.3 (d) and (e) of the Governmental Ethics Act, Law Number 1-2012. -----

---- NTT DATA certifies that none of its officers, directors, employees and shareholders is an employee or appointed official of any agency, government instrumentality, or public corporation of the Commonwealth of Puerto Rico, any of its agencies or its municipalities. NTT DATA also certifies that none of its employees, officers, directors and/or shareholders enjoys a leave of absence, sick, vacation or military leave, or enjoys a government pension from any of the aforesaid agencies, public corporations or municipalities during the execution and performance of this Contract. -----

---- NTT DATA acknowledges and recognizes its obligation of not accepting any professional interest in any matter that is incompatible or represents a conflict of interest with EQB. NTT DATA represents and certifies that it does not have and will not have, while this CONTRACT is in effect, a conflict of interest with the Commonwealth of Puerto Rico or EQB or a conflict with the Government's public policy. -----

---- **ARTICLE IX – PENDING LITIGATION** -----

---- NTT DATA represents and certifies that it does not have and has never had any litigation against the Commonwealth of Puerto Rico, its agencies or instrumentalities. -----

---- **ARTICLE X – CERTIFICATIONS** -----

---- In accordance with Circular Letter Number 1300-25-98 of the Department of Treasury of the Commonwealth of Puerto Rico, prior to the execution of this Contract, NTT DATA should present a Tax Return Filing Certification issued by the Internal Revenue Area of the Department of Treasury, for the last five (5) years prior to formalizing the Contract; Debt Certificate, also issued by the Internal Revenue Area of the Department of Treasury; Certification issued by the Center of Collection of Municipal Taxes (CRIM) which shall state that NTT DATA does not owe taxes to said governmental agency; and a Certification issued by the Labor and Human Resources Department which shall state that NTT DATA does not owe unemployment taxes, temporary incapacity and social security for chauffeurs (whichever applies). -----

---- NTT DATA certifies and assures that at the time this Contract is executed, it has filed income tax returns with the Commonwealth of Puerto Rico, for the prior five (5) years and does not owe taxes to the Commonwealth of Puerto Rico. Furthermore, NTT DATA certifies that it doesn't have any type of tax debt, such as, income tax, excise taxes, real and personal property taxes, including any taxes of a special nature, license fees, taxes withheld at the source for wages paid to employees, or for interest, dividends, rents, salaries and other types of remuneration to individuals, or for any other reason. NTT DATA makes express recognition that this Certification is an essential requirement of the present Contract and that non-compliance of these conditions and if any of them is not correct in all or in part it shall be enough cause to cancel this Contract. Also, NTT DATA certifies that they do not have any alimony obligation or retention as an employer and also, certifies that they are not in noncompliance with Law 168-2000, as amended, known as the "Law for the Fortification (Strengthening) of Family and Sustenance Support for the Elderly Persons". (Required by Law 3-2014) -----

---- NTT DATA certifies that they have not been convicted of any offense against the public treasury, trust or official duties or that involves any public funds or property at the state of federal

NTT DATA EAS, INC.
Professional and Consulting Agreement

level. NTT DATA also recognizes that if they are found guilty of any of the aforementioned state or federal offenses or involved in a criminal investigation this will be just cause for the resolution of this Contract. -----

---- NTT DATA states that they are not the object of any investigation or civil or criminal procedure for events related to any of the offenses mentioned in the preceding clause. NTT DATA also states that fully understand its duty to report to EQB any situation that occurs through the different stages of this Contract and during the execution of this Contract that relates to the aforementioned offenses. NTT DATA acknowledges that EQB may terminate this Contract without prior notice if the NTT DATA is found guilty of offenses against the public treasury, trust and official duties, or that involve public funds or property at the state or federal level. -----

----ARTICLE XI – HOLD HARMLESS-----

---- Except as otherwise provided in this CONTRACT, the parties shall indemnify and save each other harmless and their officers, agents and employees from, and, if requested by the non-defaulting party, shall defend them against any and all loss, damage, injury, liability, and claims brought against the non-defaulting party by third parties resulting from defaulting party's performance of this CONTRACT, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this CONTRACT, and except where and to the extent that such loss, damage, injury, liability or claim is the result of willful and/or negligent misconduct of the alleged non-defaulting party.-----

----The parties further agree to save each other harmless from and against any loss or expense by reason of any liability imposed by law upon the non-defaulting party from and against claims brought by third parties for damages because of bodily injuries, including death, at any time resulting there from, accidents sustained by any person or persons on account to property arising out of or in consequence of the defaulting party's breach of this CONTRACT, whether such injuries to persons or damage to property are due or claimed to be due to any negligence of the defaulting party, its employees, agents, officers, directors, servants, successors, affiliates or subcontractors or any other person while rendering the Works or any other obligation under this CONTRACT. -----

----ARTICLE XII – ASSIGNMENT AND NTT DATA SUBCONTRACTING-----

---- Neither this Contract nor any of the rights or obligations hereunder may be assigned by NTT DATA without the prior written consent of EQB. -----

---- ARTICLE XIII – APPLICABLE LAW -----

---- This CONTRACT shall be governed by and construed in accordance to the laws of the Commonwealth of Puerto Rico and shall bind the successors in interest of the EQB and NTT DATA. The laws and regulations of the Commonwealth of Puerto Rico shall govern the validity, construction, interpretation and effect of this Contract. Should any claim, suit, or controversy arise from the services to be performed under this Contract, both parties agrees to submit to the exclusive jurisdiction of the Courts in the Commonwealth of Puerto Rico which include the San Juan Superior Court and the United States District Court of the District of Puerto Rico.-----

----NTT DATA: (a) waives any objection to the Courts of the Commonwealth of Puerto Rico on grounds of inconvenient forum or otherwise as regards proceeding in connection with NTT DATA and this Contract; (b) agrees that a judgment or order of a Court of the Commonwealth of Puerto

NTT DATA EAS, INC.
Professional and Consulting Agreement

Rico in connection with NTT DATA or this Contract is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction should any claim, suit, or controversy arise from the services to be performed under this Contract. -----

---- Any valid consent by any PARTY to waive any term or provision of this Contract, or excuse of a breach by the other part, shall not constitute a waiver of, or an excuse for any other different or subsequent breach. This Contract shall be construed without regard to the party responsible for its preparation and will be deemed to have been prepared by the parties. -----

----The judicial invalidation of any Clause or term of this Contract by a Court with jurisdiction will not be deemed to invalidate any other Clause, term or condition of the Contract. The Contract shall remain in full force for the parties, except for the Clause or term declared invalid. -----

-----ARTICLE XIV – NOTICE REQUIREMENT-----

----Any notices to be given by the Parties under this CONTRACT will be communicated in writing by mail or personal delivery, with optional copies of courtesy by e-mail or fax, and addressed as follows: -----

a. To "EQB":

Environmental Quality Board
Tania Vazquez Rivera, Esq. - Executive Director
Postal Address:
Apartado 11488
San Juan, Puerto Rico 00910
Physical Address:
Edificio de Agencias Ambientales Cruz A. Matos
Urbanización San José Industrial Park
1375 Avenida Ponce de León

San Juan, PR 00926-2604

Phone: 787-767-8181

Fax: 787-767-4861

Email: taniavazquez@jca.gobierno.pr

b. To "NTT DATA EAS, INC."

NTT DATA SOLUTIONS
Mr. William Baver, Vice-President
Mr. Eduardo Delannoy, Delivery Manager
530 Ponce de Leon Ave.
Atrium Office Center
San Juan, Puerto Rico 00902
Phone: 787-289-7869
Fax: 787-289-8779
Emails: wiliam.baver@nttdata.com.com ;
eduardo.delannoy@nttdata.com.com

With a copy to:

NTT DATA Solutions Legal Department
100 City Square
Boston, MA 021129

----Any notice of default must be sent by certified mail or personal delivery. -----

---- Notices by the parties to one another shall be sent in writing to the persons identified above or to such other persons as may be subsequently identified in a written notice. Such notices shall be effective on the date of its receipt if sent by U.S. first-class or restricted delivery mail, postpaid, or by any reputable overnight delivery service, prepaid. -----

NTT DATA EAS, INC.
Professional and Consulting Agreement

----ARTICLE XV – WORKPLACE POLICIES-----

----NTT DATA acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited on EQB premises. NTT DATA agrees that any violation of this prohibition by NTT DATA, its employees, agents or assigns will be deemed a material breach of this CONTRACT. -----

----NTT DATA acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, works and other activities provided by a public entity to the public, whether directly or through NTT DATA, must be accessible to the disabled public. NTT DATA shall provide the works specified in this CONTRACT in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. NTT DATA agrees not to discriminate against disabled persons in the provision of works, benefits or activities under this CONTRACT and further agrees that any violation of this prohibition on the part of NTT DATA, its employees, agents or assigns will constitute a material breach of this CONTRACT. -----

----NTT DATA shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations that may in any manner affect the physical safety of equipment or material used in accordance with this CONTRACT, those employed on the work, and the conduct of the work. -----

---- NTT DATA shall indemnify and hold EQB harmless against any claim or liability arising from the violation of any such provisions. -----

---- NTT DATA shall be responsible for all required employer costs attributable to its officers and employees, including but not limited to, workers' compensation premiums and deductible, unemployment compensation tax withholding contributions, and similar items. -----

----ARTICLE XVI – CANCELLATION OF CONTRACT-----

---- This contract may be terminated before its expiration date, by either party through a thirty (30) day prior written notification to the other without any right of compensation, except that earned under it up to the date of termination. The rights, duties and responsibilities of EQB and NTT DATA shall continue in full force and effect during the thirty (30) day notice period. -----

----EQB can and will terminate this Contract in the event of negligence or abandonment in part of NTT DATA without prior notification. -----

----ARTICLE XVII – OTHER PROVISIONS-----

---- EQB may direct NTT DATA'S replacement of any Consultant who disrupts EQB'S workplace, proves detrimental to the progress of services, or who EQB reasonably determines is not qualified to provide the services. -----

---- NTT DATA certifies and guarantees that at the execution of this Contract, its principals or any of its employees have not been convicted, or that it has no knowledge of being the subject of any investigation in either a civil or criminal procedure in a state or federal court for criminal charges related to the public treasury, the public trust, public function, or a finding that involves public funds or property. It is expressly acknowledged that this certification is an essential condition of this Contract. If the certification is false in whole or in part, it shall constitute sufficient cause for EQB to terminate this Contract immediately, without prior notice, and NTT DATA will have to reimburse the EQB any amounts of money received under this Contract. NTT DATA further

NTT DATA EAS, INC.
Professional and Consulting Agreement

agrees to inform the EQB if changes should occur during the term of the Contract. The failure to comply with this responsibility shall constitute a violation of this clause and shall result in termination of the Contract, as previously stated. -----

---If any of these provisions are determined to be invalid, unenforceable, null or declared unconstitutional by a court of law, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law. -----

---This Contract shall be governed exclusively by the laws of the Commonwealth of Puerto Rico and shall bind the successors in interest of the EQB and NTT DATA. Both Parties agree that if it is necessary to take legal action, they will voluntary submit to the courts of the Commonwealth of Puerto Rico or the U.S. District Court for the District of Puerto Rico. -----

---This Contract won't be executable so forth it is registered in the Puerto Rico's Comptroller Office, in accordance to Law Number 18th signed on October, 30th, 1975, as amended. -----

--- **ARTICLE XVIII:** During the term of this Contract and for a period of twelve (12) months thereafter, neither party shall solicit for employment, recruit, hire or employ any of the other party's employees as a direct employee, contractor or as an employee or contractor of another company. -----

--- **ARTICLE XIX:** Neither party's liability under this contract shall exceed an amount equal to one (1) time the fees paid to the Contractor hereunder with the exception of physical damage to any tangible property of EQB caused by NTT DATA to any property of EQB were no limit to the liability applies. -----

---**ARTICLE XX – NTT DATA** agrees to comply with the provisions of **Title III- Code of Ethics for Contractors, Suppliers and Solicitors for Economic Incentives of the Government of Puerto Rico of Law 2-2018 known as the “Anticorruption Code for the New Puerto Rico”** and recognizes and accepts that in case of any conviction or culpability of the transgressions contained in **Articles 250 to 266 of Law 146-2012, as amended, known as the “Penal Code of Puerto Rico”**, shall constitute sufficient cause for EQB to terminate this Contract immediately, without prior notice, and NTT DATA will have to reimburse the EQB any amounts of money received under this Contract. -----

--- **ARTICLE XXI – THE BOARD** certifies that this contract complies with **Law 3-2017, known as “Law to Attend the Economic, Fiscal and Budget Crisis and to Guarantee the Function of the Government of Puerto Rico”** and with Executive Order No. 2017-001 issued by the Office of the Secretary of the Governor and with Administrative Letter No.141-17 issued by the Office of Management and Budget (*OGP, in Spanish acronym*). -----

--- **ARTICLE XXII – EFFECTIVE DATE OF THIS CONTRACT** -----

---This contract will be effective from Sept. 25, 2018 to June 30, 2019. However, the EQB, by his entirely discretion and for any motive, can terminate this Contract in any moment by sending a written notification to the SECOND PART. -----

NTT DATA EAS, INC.
Professional and Consulting Agreement

Required by Executive Order No. 2018-002 of the Office of the Secretary of the Governor and Administrative Letter 155-18 issued by the Management and Budget Office of the Government of P.R. ("OGP", in Spanish acronym) -----

--- The Office of the Secretary of the Governor has the authority to terminate this contract in any moment. -----

--- **BOTH PARTIES** recognize and accept that the services object of this contract can be provided to any other governmental agency of the Executive branch with which the FIRST PART has an intergovernmental agreement or by order of the **Office of the Secretary of the Governor**. These services will be provided under the same terms and conditions in relation of the working hours and compensation accorded in the contract. The term "governmental agency of the Executive branch" includes all the agencies of the Government of Puerto Rico, as also, all the instrumentalities and public corporations.-----

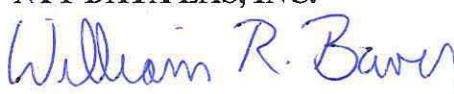
----- SIGNATURE AND CLOSURE -----

---- IN WITNESS to the Contract between EQB and NTT DATA to all of the above terms, obligations and conditions, the respective governing bodies of the two organizations have approved the same and have authorized their appropriate officers to affix their signatures below and initialize all its pages indicating such to be effective upon this 25 day of September, 2018. --

FIRST PART
ENVIRONMENTAL QUALITY BOARD


Tania Vázquez Rivera, Esq.
Executive Director
P.O. Box 11488
Santurce, P.R. 00910
Tel.: (787) 767-8181

SECOND PART
NTT DATA EAS, INC.


William Bauer
Authorized Representative
530 Ave. Constitución
Atrium Office Center
San Juan, P.R. 00901
Tel.: (787) 289-7869

Proposal
Attachment A



Consulting Services Proposal

PeopleSoft HCM and Financials

Implementation and Production Support

Environmental Quality Board of Puerto Rico



Continuance of Services for FY2019

June 13, 2018

Attn: Mrs. Tania Vazquez, Esq.
Executive Director
Environmental Quality Board of
Puerto Rico

Edificio de Agencias
Ambientales Cruz A. Matos
Urbanización San José Industrial
Park
1375 Avenida Ponce de León
San Juan, PR 00926-2604

NTT DATA, Inc.

Table of Contents

Proposal Validity	2
Executive Summary	3
1. Company Overview	4
2. Solution Overview	6
3. Project Assumptions.....	8
4. Pricing.....	12

Environmental Quality Board of Puerto Rico
NTT DATA's Proposal for Consulting Services

NTT DATA

Proposal Validity

This proposal, including all its terms and conditions, is valid through June 30th 2018. This Proposal is intended to be the basis of the contract however, it does not constitute a binding contract and a contract shall not exist until authorized representatives from each company execute a final agreement.

This proposal invalidates any other proposals previously presented to the Environmental Quality Board of Puerto Rico. Such contract shall include the terms and conditions of the parties' current agreement along with any additional terms as may be mutually agreed to by the parties for this project.



Rick Johnson
Regional Client Executive
NTT DATA

Robert Strobeck
Customer Delivery Executive
NTT DATA

Executive Summary

NTT DATA is pleased to submit this proposal for the continuance of the implementation of the PeopleSoft Travel and Expense Module and to continue our Production Support Services for both your Financials and Human Capital Management PeopleSoft applications. We hope you will find that our proposal is honest, thorough, and gives you the solution you are looking for, how you need it and when you need it.

Your selection of NTT DATA services will enable you to receive a world-class team of experienced consultants at a competitive price. The success of any system depends highly upon the skill and expertise of the selected partner. NTT DATA is the partner that can best deliver the skill and expertise necessary for this important role.

NTT DATA has considerable experience assisting customers in the implementation and managed services of PeopleSoft solutions and has **unmatched experience with the Environmental Quality Board of Puerto Rico applications, people and processes**. This proposal describes the level of effort, the resources required, and the commitment required by NTT DATA and the Environmental Quality Board of Puerto Rico to successfully provide the expected Functional and Technical Production Support.

We strive to understand the unique business of our clients, and develop system solutions that improve the way they do business today. Our team will provide qualified resources, tools, and implementation experience to supplement your organization's resources. We are very proud of the success we've experienced to date. As your partner in success, we will deliver measurable benefits across your organization through our PeopleSoft services.

We have organized this proposal based on the conversations we've had with your personnel in addition to the years of experience we've had with the Government of Puerto Rico. The first section of our proposal, **Company Overview** describes our company, our experience, and the relevant references to help you see the work we've done for other organizations.

The second section of the proposal called **Solution Overview** provides a description of the requirements as described by your personnel and based on our understanding of your system, your business processes, and an overview of the work required to comply with your needs and requirement.

1. Company Overview

NTT DATA, Inc. (NTT DATA) is a Delaware corporation and is the North American unit of the NTT Group's technology business. NTT DATA's ultimate parent company is Nippon Telephone and Telegraph Corporation, which has annual revenues exceeding \$134 billion, placing it 30th among the world's largest companies. NTT Group's annual revenues are \$15 billion, making it the world's sixth largest technology and consulting firm. NTT DATA is headquartered in Plano, TX and has \$1.3 billion in annual revenues and approximately 17,000 employees.

NTT DATA provides solutions across several key industries including banking and finance, media and telecommunications, retail, manufacturing, healthcare and life sciences. In Education, we support school districts and higher education. In Government, we support the Department of Defense, the Intelligence Community, and State and Local governments.

We have been providing technology and process solutions to our clients since our inception. Our Enterprise Applications Services arm specializes in implementing and upgrading enterprise solutions for Human Resources, Financial Management, Supply Chain Management and Customer Relationship Management (CRM) systems. Our track record shows we have delivered these projects cost-effectively, on-time and on-budget.

Our Oracle practice has consultants worldwide and many are actively involved in ERP implementations, upgrades and ongoing maintenance. Many of our consultants are certified PeopleSoft consultants. We have superior knowledge of government business practices and deep PeopleSoft knowledge and experience. We have proven expertise in implementing, customizing, upgrading, supporting and optimizing PeopleSoft applications for education and government clients throughout the United States.

Specific service offerings include assessment, upgrade, installation, implementation, configuration, customization, application management, project management, business process reengineering, organizational change management, testing, knowledge transfer, training, applications service provider, and technology integration.

Why NTT DATA?

NTT DATA's experience and track record demonstrate that we can improve the Environmental Quality Board of Puerto Rico business processes and systems using PeopleSoft's world-class applications and NTT DATA's expertise to ensure that your needs are met. We can scale our offerings to your growing PeopleSoft needs with experienced public sector experience. We believe this makes us the highly qualified candidate for your project. We have done this before.

We have assembled a team of the best PeopleSoft implementation consultants available in Puerto Rico. Our team is proven and has worked in the Government of Puerto Rico. We know your people and can navigate through your organization to make sure you are successful. Among the benefits of our solution are:

- **Local Presence and Manpower** - NTT DATA has provided system implementation and support to the Treasury Department for over 17 years. We know your people, your system and your processes. We have over 20 full time PeopleSoft consultants based in Puerto Rico. This does not include specific subject matter experts that we may use for point-expertise on our project teams. Our consulting team is knowledgeable of the local business processes of public sector organizations of the Government of Puerto Rico. In addition to the experience gained from Puerto Rico projects, many of our consultants have participated in implementations on other NTT DATA projects globally. This enabled them to gain insight and experience in other business processes and customs that can be invaluable to your

implementation. Our consultants are bilingual and are local personnel that understand your processes, your culture and your people.

- **Longevity** - NTT DATA has implemented PeopleSoft HRMS and Financials in the Public Sector space since PeopleSoft Version 3.0. Our longevity in this very specific services sector ensures that we can provide project leadership and configuration recommendations that others may not be aware of.
- **Relevant System Expertise** - NTT DATA has worked with several agencies including the Puerto Rico Treasury Department, the Department of Mental Health (ASSMCA), the Health and Human Services Department of Puerto Rico, and others in the implementation and improvement of their financial systems. The knowledge of those systems can help to resolve any integration or interface issues that EQB may encounter.
- **Breadth** - PeopleSoft software implementations are one of NTT DATA's primary competencies. We have developed a series of service lines designed to complement our ERP offerings, in order to become a complete technology service provider to Public Sector clients. Our service lines include:

- **Human Capital Systems Consulting**

NTT DATA's Human Capital Systems Consulting practice assists our clients in increasing workforce management efficiency, streamlining payroll operations, reducing benefits delivery costs, improving access to organizational information, and developing and implementing self-service applications for employees and managers. We use our proven NTT DATALIFTS ("Lean Implementation for Total Success") methods to support our project teams.

- **Financial Systems Consulting**

NTT DATA's Financial Systems consulting practice assists our clients to reduce costs, tighten controls, streamline processes and increase availability to financial data. Consultants in our Financial Systems practice also assist clients in defining and implementing strategies for electronic internet-based procurement, contract maintenance, stores warehouse efficiency gains, vendor maintenance, asset tracking, and compliance reporting. We use our proven NTT DATALIFTS ("Lean Implementation for Total Success") methods to support our project teams.

- **Flexibility** - NTT DATA has created implementation work plans, configuration templates, pre-defined deliverables, and other knowledge capital, leveraging the amassed knowledge and experience of our practice groups, to help make our team ready to hit the ground running, providing immediate support to our clients, without wasting valuable time and effort in trying solutions and approaches, which may or may not work most effectively and efficiently towards their needs. In this competitive environment, we are sure that all candidates will rightly make the same claim. We therefore offer our flexibility as a differentiating factor. We have developed an effective and formidable body of knowledge related to PeopleSoft implementations for public sector clients, and we will certainly bring that body of knowledge to bear upon your future needs.

2. Solution Overview

Production Support and Knowledge Transfer

As part of the production support component of this proposal, we will seek to transfer as much production support knowledge as possible to your employees. Knowledge transfer is a continuous effort; one that involves as much work from the consulting team as it does involvement and dedication from the EQB's personnel.

We have found that the most effective form of knowledge transfer, and the one which provides the most thorough, involved and effective transfer of knowledge from consultant to client, is one that involves active client participation on the day-to-day project activities. If your personnel are involved in daily production support activities, they will have the greatest amount of exposure to the system as possible. They will understand the rationale behind key design and configuration decisions and will be able to respond to questions as they arise.

Diligence is the key to our issue identification, evaluation, and resolution approach. Our culture and consultant training encourages an organized and structured approach to issue resolution. You will find that we document all issues. This is done so issues are not discarded and also so neither NTT DATA nor the EQB has to waste time addressing the same issue again and again. We strongly encourage your personnel to do the same.

NTT DATA's Scope

As requested by the Environmental Quality Board of Puerto Rico, we are presenting a combined Consulting Services Proposal providing a scope of services which includes both production support services as well as solution enhancement implementations. The line items presented in Figure 1.0 below, are a cumulative result of a series of meetings that were conducted with the EQB SME's and Management from each of the Associated Areas. This support includes delayed activities due to changes on required task from the previous year's scope.

Associated Area	Task Description	Hours
Asset Management (EPA CAP)	EPA - Asset Inventory Reconciliation	120.0
Asset Management (EPA CAP)	Depreciation Processing	80.0
Asset Management (EPA CAP)	Training of newly assigned personnel / Support	74.0
Banking	QBAP027 - Outstanding Check Report - Modifications to match EFT and CHK transactions in the recon process. Possibility of modifications on EFT reconciliation processing.	80.0
Department of Treasury	Portal / Reporting / Modifications / Compliance	400.0
Leave Management	Modify pages for comments box	60.0
Leave Management	IBA - Employees should not accrue leaves if time reported is IBA	120.0
Other Agencies Requirements	BDO / Single Audit / Federal Entities / State Entities / Dept Treasury / OMB	250.0
Payroll	Inquire Pages for GL Entries on Reclassification	120.0
Payroll	W2 FIX - Retirement Plan Distributions	120.0
Payroll	W2 FIX - Pre-Retired / OASDI Reporting	80.0
Payroll	W2 FIX - Interface T&E payments to HCM	60.0
Production Support	Support on Agencies Merge	250.0
Production Support	HCM	740.0
Production Support	Infrastructure / DBA / Technical	82.0
Production Support	Financials	400.0
Project Costing	TL to PC - Process Streamline	120.0
Project Costing	SF425 - Sync with SF270 with Support	120.0
Time and Labor	Validation Process Performance	120.0
Time and Labor	Adjustment Impact on closed projects - No rollback	160.0
Time and Labor	Migrate Payroll Expenses for all projects from 2007 to 2011 for balancing actuals expenses in FIMAS and PRIFAS. Project Expenses are understated.	160.0
Time and Labor	Automatic upload for FER, RAC, LCG, ISA and rollback functionality.	164.0
Travel and Expnese (EPA CAP)	Rollout to remaining departments	400.0
Workflow	Email notifications for new hire and terminations	120.0
	Total Estimated Hours	4,400.0

Figure 1.0 – Detailed Scope of Support

3. Project Assumptions

This section discusses principles, success factors, and assumptions that will guide us during the project. We believe a mutual understanding of the points in this section will help lay the foundation for a successful project partnership and, ultimately, a successful service.

NTT DATA resources will be dedicated to support the application software and assisting with the resolution of functional and technical issues that may impact the overall system functionality. While our consultants will provide assistance in any area where they are capable, we will rely on the Environmental Quality Board of Puerto Rico to deliver and support a stable technical environment for the project.

1. Status Reporting

NTT DATA will schedule weekly meetings with the project team to review the project status, insure work assignments are clear, review upcoming activities, review completed deliverables and assign open issues.

2. Project Workspace

The Environmental Quality Board of Puerto Rico will have in place the necessary infrastructure that includes project workspace, desks, phones, fax machines, copiers, printers, and internet access for Oracle Support to support the project team personnel.

3. Training Materials

The Environmental Quality Board of Puerto Rico will assign a resource to our team for design and development of training materials. We will use those manuals to provide the training and to give to the users (in PDF Format) so they can use them as reference.

4. Training Classroom

The Environmental Quality Board of Puerto Rico will have in place the necessary infrastructure in the training classroom to support the project training tasks.

5. FIMAS Development Database

The Environmental Quality Board of Puerto Rico will provide access to the Development Databases in order to perform configuration changes, testing and training during the duration of this project.

6. Access and Authorizations

For this project to be completed in its fullness, the Environmental Quality Board of Puerto Rico may be required to obtain authorizations from entities such as the Treasury Department. Delays on such may impact the project scope resulting on extensions of the timeframe, and subsequent hours, of the project to accommodate these delays.

7. Third Party Knowledge Transfer

It is the expressed intent of both the Environmental Quality Board of Puerto Rico and NTT DATA that the Environmental Quality Board of Puerto Rico personnel become knowledgeable of the PeopleSoft application so that Environmental Quality Board of Puerto Rico personnel may support it in the future and on an ongoing basis. To that effect, the Environmental Quality Board of Puerto Rico will not assign third party or external consulting personnel for the PeopleSoft knowledge transfer discussions performed between the Environmental Quality Board of Puerto

Rico Personnel and NTT DATA consultants. NTT DATA can refuse to provide knowledge transfer to individuals that are not Environmental Quality Board of Puerto Rico employees.

8. Non-hiring and non-solicitation of employees

It is the expressed intent of both the Environmental Quality Board of Puerto Rico and NTT DATA to recruit, educate and maintain their employees for the benefit of their organizations. To that effect, neither the Environmental Quality Board of Puerto Rico nor NTT DATA may hire, solicit, recruit, contract or sub-contract as a direct employee, contractor or employee of another company, any individual that either company had knowledge to be an employee, contractor or sub-contractor of the other company for a period of one (1) year after June 30, 2019 or the termination of this agreement, whichever comes first.

9. Statement of Work

This proposal is submitted by NTT DATA based on its understanding that prior to the commencement of services the Environmental Quality Board of Puerto Rico and NTT DATA shall mutually develop and agree on a detailed Statement of Work that defines the scope of services as a part of the final contract.

10. Acceptance Criteria and Review

Detailed acceptance criteria for deliverables shall be mutually defined, agreed, and documented in advance in the Statement of Work. Our proposed project schedule incorporates a single review cycle in this process (e.g., submit, review, cure, and accept). Second reviews shall only consider defects and comments raised during the first review. Changes to this review process and timeline, if any, shall be defined during project initiation and accounted for in the project plan as long as the project schedule is not affected by the changes. The Environmental Quality Board of Puerto Rico shall return one consolidated set of comments, if any, to NTT DATA.

11. Acceptance Period

To meet the aggressive schedules requested by the Environmental Quality Board of Puerto Rico, during the project, the Environmental Quality Board of Puerto Rico shall respond to NTT DATA's requests for information, data, and clarifications and make project related decisions within three [3] working days to prevent excessive delays or repeated delays that may impact the project schedule, unless mutually agreed to in advance.

12. Ability to Shift Work

NTT DATA has estimated the hours and costs required to complete this project based on its understanding of the Environmental Quality Board of Puerto Rico, the information it has provided, and our previous system implementation experience. During any given phase of this project, we may find that a task does not take as long as estimated. Likewise, we may find another task takes longer than we estimated. In these instances, NTT DATA may shift hours among tasks to make the most efficient use of the time and budget allocated with no corresponding change to the total fixed price.

13. The Environmental Quality Board of Puerto Rico's Commitment

Completion of the proposed scope of work depends on the full commitment and participation of assigned Environmental Quality Board of Puerto Rico personnel since the personnel of NTT DATA's and its subcontractors' rely on such responsibilities being managed and fulfilled by the Environmental Quality Board of Puerto Rico. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and shall be handled in accordance with the change control procedure.

14. Governance

The Environmental Quality Board of Puerto Rico shall designate a Project Manager who is the focal point for NTT DATA Team communications relative to the project and has the authority to act on behalf of the Environmental Quality Board of Puerto Rico and its agents in all matters regarding this project, including without limitation, acceptance. The Environmental Quality Board of Puerto Rico shall be responsible for identifying stakeholders and participants for various project related activities. The Environmental Quality Board of Puerto Rico shall also sponsor all organizational change management and communications activities. The Environmental Quality Board of Puerto Rico shall take the lead and manage all external stakeholders, including third party entities which shall be interfacing with the Environmental Quality Board of Puerto Rico systems.

15. Client's Facilities and Resources

The Environmental Quality Board of Puerto Rico shall make available any facilities, software, hardware and other resources, and obtain any licenses or approvals related to these resources, that may be necessary for NTT DATA to perform the services. NTT DATA shall be relieved of its obligations that are adversely affected by the Environmental Quality Board of Puerto Rico's failure to promptly obtain such licenses or approvals.

16. Building & Remote Access

The Environmental Quality Board of Puerto Rico shall provide administrative support to accommodate building access and coordination of facilities as reasonably requested. NTT DATA may perform work offsite. NTT DATA and the Environmental Quality Board of Puerto Rico shall discuss and mutually agree upon responsibilities for providing remote access equipment, software, and access for offsite resources.

17. Excused Event/Savings Clause

NTT DATA shall not be responsible for any delay or failure to meet milestones, and such failure shall not be subject to a claim of default or termination, to the extent such failure is due to force majeure events, acts or omissions of a party other than NTT DATA and its subcontractors, if any, or errors or defects in the Environmental Quality Board of Puerto Rico's or third parties' systems and resources. In the event the delay or failure is caused by the Environmental Quality Board of Puerto Rico or its agents, NTT DATA shall be paid its reasonable, documented and auditable charges directly resulting from such delay or failure, including, without limitation, those costs incurred by NTT DATA for root cause analysis requested by the Environmental Quality Board of Puerto Rico.

18. System Test Plan

Software code and applications shall be tested and defects identified in accordance with the mutually agreed Test Plan using the test cases developed by NTT DATA. NTT DATA shall assign defect classification in accordance with such Test Plan. If the application performs in accordance with the Test Plan and test cases, it shall be accepted by the Environmental Quality Board of Puerto Rico. Any requests for additional functionality or for the application to perform in accordance with different test or use cases shall constitute a change and shall be subject to the change control process. A System Test will be performed on the configuration of the new Travel and Expenses Application.

19. Performance Test Plan

NTT DATA shall develop a Performance Test Plan as a part of our overall System Test Plan. We shall execute that plan to test the performance of the system in accordance with the criteria

specified in the Plan or mutually agreed upon with the Environmental Quality Board of Puerto Rico during the design phase.

20. User Acceptance Testing (UAT)

UAT and configuration management is the responsibility of the Environmental Quality Board of Puerto Rico and/or its assigned third parties. The Environmental Quality Board of Puerto Rico shall prepare the UAT Acceptance Test Plan and execute that plan with assistance from NTT DATA. The Environmental Quality Board of Puerto Rico is responsible for populating the acceptance test database with accurate data. NTT DATA shall work with the Environmental Quality Board of Puerto Rico to define UAT acceptance criteria and the Environmental Quality Board of Puerto Rico shall not unreasonably withhold acceptance. NTT DATA shall review and comment on the UAT Acceptance Test plan. Where necessary, NTT DATA shall assist the Environmental Quality Board of Puerto Rico acceptance test team in interpreting the results of the test. The Environmental Quality Board of Puerto Rico and NTT DATA shall discuss the findings and resolve agreed upon defects in an expedited manner. The Environmental Quality Board of Puerto Rico shall provide knowledgeable functional and technical resources to assist in system configuration, performance, parallel, and user acceptance testing of the application in the timeframes allocated in the final detailed work plan that is accepted by the Environmental Quality Board of Puerto Rico.

21. Assumption Scope

The scope of the assumptions presented above is through the life of this proposal.

In the event any of the Environmental Quality Board of Puerto Rico responsibilities are not fulfilled or the assumptions prove to be inaccurate or incorrect, there may be an impact in NTT DATA's ability to perform under this contract and/or there may need to be adjustments to the scheduling and price estimates to take into account such incorrect assumptions or unfulfilled responsibilities.

4. Pricing

As requested, NTT DATA would like to create this contract with the defined effectiveness Period of Performance defined as the period of from July 1st, 2018 to June 30th, 2019, with the Environmental Quality Board of Puerto Rico. In this proposal, NTT DATA will be providing the Environmental Quality Board of Puerto Rico with the required resources based on your needs following the labor category structure defined in Figure 2.0 below. Any additional hours will be invoiced at the rate established below. Should the Environmental Quality Board of Puerto Rico require additional hours after all contracted hours have been consumed, NTT DATA will provide additional resources or add hours on a Time & Materials basis at the outlined rates following the Change Management process.

Consulting Services	Hours	Rate
PM / Financials	1,616	\$115.00
Sr Technical Consultant	1,024	\$98.00
Sr Business Analyst	1,650	\$90.00
DBA / Sr Technical Consultant	110	\$95.00
Totals	4,400	\$445,142

Figure 2.0 – Labor Category Support

Pricing Assumptions

1. NTT DATA's professional services fees will be charged on a Time & Materials basis for the production support services to be performed per the scope outlined in this proposal.
2. Should the Environmental Quality Board of Puerto Rico desire additional services or support work that is not included in the scope of this proposal, such additional services or support work can be negotiated utilizing the same consulting labor category hourly rate defined in Figure 2.0 above.
3. NTT DATA will invoice the Environmental Quality Board of Puerto Rico for the Professional Services Fees on a monthly basis. With the monthly invoice, NTT DATA will provide detailed status reports outlining the tasks performed during a given period.

**GOVERNMENT OF PUERTO RICO
OFFICE OF THE GOVERNOR
ENVIRONMENTAL QUALITY BOARD**

CONTRACT NO.: 2019-000014A

**PROFESSIONAL SERVICES CONTRACT AMENDMENT
FISCAL YEAR 2018-2019**

-----APPEAR-----

---- **AS PARTY OF THE FIRST PART: THE ENVIRONMENTAL QUALITY BOARD** of the Government of Puerto Rico, hereby represented by **Tania Vázquez Rivera, Esq.** as Executive Director, whom is of legal age, married and resident of Puerto Rico, hereinafter referred to as "EQB".-----

---- **AS PARTY OF THE SECOND PART: NTT DATA EAS, INC.** (previously known as EMPOWER SOLUTIONS, INC.,) a corporation organized under the laws of Michigan, U.S.A., with main office at 1660 International Drive, Suite 300, McLean, VA 22101, hereby represented by **Mr. William Baver** of legal age, married and resident of Pennsylvania, USA, as duly authorized by the Corporation as attested by Resolution of the Board of Directors of NTT DATA dated June 22, 2012, henceforth referred to as "NTT DATA". -----

---- NTT DATA EAS, Inc. is authorized by the State Department of the Commonwealth of Puerto Rico, to do business in Puerto Rico, as accredited in Certificate of Authorization to do Business in Puerto Rico numbered 10,067-F. -----

-----LEGAL BASIS-----

---- This Professional Services Contract is performed in accordance with Law 416-2004, as amended, known as the "Environmental Public Policy Act". -----

---- Both parties recognize their legal standing to execute this contract, therefore, they freely and willingly: -----

-----STATE-----

---- **WHEREAS:** By virtue of Law 416-2004, as amended, EQB is authorized to enter into this Contract; -----

---- **NOW THEREFORE:** In consideration of the foregoing premises and the mutual covenants and Contracts set forth herein, the parties hereto agree to amend the Article IV of this CONTRACT, to read as follow:

NTT DATA EAS, INC.
Professional and Consulting Agreement Amendment

-----**TERMS AND CONDITIONS**-----

---- **ARTICLE IV – PAYMENT:** -----

---- During the term of this Contract, EQB agrees to compensate NTT DATA the maximum amount of **FOUR HUNDRED FORTY-FIVE THOUSAND ONE HUNDRED FORTY-TWO DOLLARS (\$445,142.00)**, in accordance to the Table of pricing included in the proposal (**Attachment A**) of this contract and a monthly estimate as follows: -----

---- NTT DATA may not exceed the total amount to be paid without obtaining a written authorization from THE BOARD; and if this happens, THE BOARD will not be responsible for any excess of billing. -----

---- All payments will be made by the EQB upon approval, certification and acceptance of invoices by EQB management. -----

---- NTT DATA will submit to the EQB within the first ten (10) days of the past billing month, a duly certified invoice with a specification of the services provided. All billing for professional services rendered to the EQB shall be filed in triplicate and in a detailed and specific form. EQB shall review said invoices and, upon finding them correct, shall approve and process them for payment, or notify NTT DATA of any disputed items and pay the undisputed portion. EQB reserves the right to review the accuracy of the invoices and to perform the auditing, as it deems convenient. EQB will pay NTT DATA the full amount due for hourly billings pursuant to any outstanding invoices approved by the EQB, in a period of sixty (60) days from EQB's approval of the corresponding invoice, which shall not be unreasonably withheld. -----

---- Each invoice presented by the NTT DATA shall be detailed of the services provided presented in the form of a Status Report, Completed and In Process Task Report and must include the following Certification: -----

TM
wbs

“Under penalty of nullity, I certify that no public officer or employee of the Environmental Quality Board of the Government of Puerto Rico is a party or has any interest in the gains or profits derived from the contract object of this invoice, or if he (she) is a party or has any interest in such gains or profits, a previous waiver has been obtained. The sole consideration for providing the goods and services object of this contract has been the payment agreed with the authorized representative of the agency. The amount of this invoice is fair and correct. The goods and services have been delivered and rendered, and no payments for them have been received”. -----

----The payment of services for this contract will be made from account number: **E1290-234-0140000-081-2018**, as authorized by the Budget Office of the EQB. -----

---- EQB will not withhold any Social Security from payments made to NTT DATA. EQB may withhold to NTT DATA up to seven percent (7%) according to Law No. 1-2011, known as the Puerto Rico Internal Revenue Code of 2011, as amended. Also, EQB will deduct and retain any other percentage or special contribution required by law for the services provided under this contract. NTT DATA obliges itself, as a necessary condition to this Contract, to submit to EQB,

NTT DATA EAS, INC.

Professional and Consulting Agreement Amendment

any certification, waiver or any other document demonstrative of its tax condition with the Commonwealth of Puerto Rico. -----

---- NTT DATA is responsible for the filing of its tax returns and for the related payments to the U.S. Social Security, and to the Puerto Rico Treasury Department, as applicable, for any taxable amount resulting from the earnings under this Contract. -----

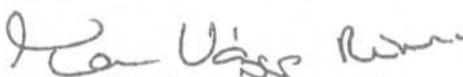
Required by Department of Treasury Letter (Carta Circular 1300-25-14): -----

---- The Contractor (NTT DATA) will compromise to cancel any tax debt that has not been clarified with the Commonwealth's Treasury Department throughout a withheld of the payments that they have right to receive under the terms of this contract. -----

----- **SIGNATURE AND CLOSURE** -----

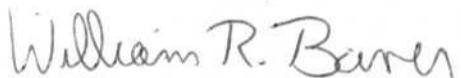
---- **IN WITNESS** to the Contract amendment between EQB and NTT DATA to all of the above terms, obligations and conditions, the respective governing bodies of the two organizations have approved the same and have authorized their appropriate officers to affix their signatures below and initialize all its pages indicating such to be effective upon this 8 day of april, 2019. --

FIRST PART
ENVIRONMENTAL QUALITY BOARD



Tania Vázquez Rivera, Esq.
Executive Director

SECOND PART
NTT DATA EAS, INC.



William Baver
Authorized Representative

GOVERNMENT OF PUERTO RICO
OFFICE OF THE GOVERNOR
ENVIRONMENTAL QUALITY BOARD

CONTRACT NO.: 2019-000014B

AMENDMENT THE PROFESSIONAL SERVICES CONTRACT
FISCAL YEAR 2018-2019

-----APPEAR-----

--- AS PARTY OF THE FIRST PART: THE ENVIRONMENTAL QUALITY BOARD of the Government of Puerto Rico, hereby represented by **Tania Vázquez Rivera, Esq.** as Executive Director, whom is of legal age, married and resident of Bayamón, Puerto Rico, hereinafter referred to as "EQB".-----

--- AS PARTY OF THE SECOND PART: NTT DATA EAS, INC. (previously known as EMPOWER SOLUTIONS, INC.,) a corporation organized under the laws of Michigan, U.S.A., with main office at 1660 International Drive, Suite 300, McLean, VA 22101, hereby represented by **Mr. William Baver** of legal age, married and resident of Pennsylvania, USA, as duly authorized by the Corporation as attested by Resolution of the Board of Directors of NTT DATA dated June 22, 2012, henceforth referred to as "NTT DATA". -----

--- NTT DATA EAS, Inc. is authorized by the State Department of the Commonwealth of Puerto Rico, to do business in Puerto Rico, as accredited in Certificate of Authorization to do Business in Puerto Rico numbered 10,067-F. -----

-----LEGAL BASIS-----

--- This Professional Services Contract is performed in accordance with Law 416-2004, as amended, known as the "Environmental Public Policy Act". -----

--- Both parties recognize their legal standing to execute this contract, therefore, they freely and willingly: -----

-----STATE-----

--- WHEREAS: By virtue of Law 416-2004, as amended, EQB is authorized to enter into this Contract; -----

NOW THEREFORE: In consideration of the foregoing premises and the mutual covenants and Contracts set forth herein, the parties hereto agree to execute this Amendment the Article IV and Article XXII under the following:

-----TERMS AND CONDITIONS-----

--- ARTICLE IV – PAYMENT: -----

NTT DATA EAS, INC.

Professional and Consulting Agreement

---- Both Parties agreed to add a cost of **\$66,000.00** in order to provide professional services and tasks described in the original contract number 2019-000014. During the term of this Contract, EQB agrees to compensate NTT DATA the amended maximum amount of **FIVE HUNDRED ELEVEN THOUSAND ONE HUNDRED FORTY-TWO DOLLARS (\$511,142.00)**, in accordance to the Table of pricing included in the proposal (**Attachment A**) of this contract and a monthly estimate as follows: -----

---- NTT DATA may not exceed the total amount to be paid nor the maximum number of hours to be billed nor the monthly estimate of billing, without obtaining a written authorization from THE BOARD; and if this happens, THE BOARD will not be responsible for any excess of billing. All invoices submitted by NTT DATA will also indicate the pending balance of labor hours that are available in accordance to this contract. -----

---- All payments will be made by the EQB upon approval, certification and acceptance of invoices by EQB management. -----

---- NTT DATA will submit to the EQB within the first ten (10) days of the past billing month, a duly certified invoice with a specification of the services provided. All billing for professional services rendered to the EQB shall be filed in triplicate and in a detailed and specific form. EQB shall review said invoices and, upon finding them correct, shall approve and process them for payment, or notify NTT DATA of any disputed items and pay the undisputed portion. EQB reserves the right to review the accuracy of the invoices and to perform the auditing, as it deems convenient. EQB will pay NTT DATA the full amount due for hourly billings pursuant to any outstanding invoices approved by the EQB, in a period of sixty (60) days from EQB's approval of the corresponding invoice, which shall not be unreasonably withheld. -----

---- Each invoice presented by the NTT DATA shall be detailed of the services provided presented in the form of a Status Report, Completed and In Process Task Report and must include the following Certification: -----

WRB

“Under penalty of nullity, I certify that no public officer or employee of the Environmental Quality Board of the Government of Puerto Rico is a party or has any interest in the gains or profits derived from the contract object of this invoice, or if he (she) is a party or has any interest in such gains or profits, a previous waiver has been obtained. The sole consideration for providing the goods and services object of this contract has been the payment agreed with the authorized representative of the agency. The amount of this invoice is fair and correct. The goods and services have been delivered and rendered, and no payments for them have been received”. -----

----The payment of services for this contract will be made from account number: **E1290-226-0140000-801-2019 and E1290-226-0140000-803-2019** as authorized by the Budget Office of the EQB. -----

---- EQB will not withhold any Social Security from payments made to NTT DATA. EQB may withhold to NTT DATA up to seven percent (6%) according to Law No. 1-2011, known as the Puerto Rico Internal Revenue Code of 2011, as amended. Also, EQB will deduct and retain any other percentage or special contribution required by law for the services provided under this contract. NTT DATA obliges itself, as a necessary condition to this Contract, to submit to EQB, any certification, waiver or any other document demonstrative of its tax condition with the Commonwealth of Puerto Rico. -----

NTT DATA EAS, INC.

Professional and Consulting Agreement

---- NTT DATA is responsible for the filing of its tax returns and for the related payments to the U.S. Social Security, and to the Puerto Rico Treasury Department, as applicable, for any taxable amount resulting from the earnings under this Contract. -----

Required by Department of Treasury Letter (Carta Circular 1300-25-14): -----

---- The Contractor (NTT DATA) will compromise to cancel any tax debt that has not been clarified with the Commonwealth's Treasury Department throughout a withheld of the payments that they have right to receive under the terms of this contract. -----

--- ARTICLE XXII – EFFECTIVE DATE OF THIS CONTRACT-----

----This contract will be effective from September 25, 2018 to July 31, 2019. However, the EQB, by his entirely discretion and for any motive, can terminate this Contract in any moment by sending a written notification to the SECOND PART. -----

Required by Executive Order No. 2018-002 of the Office of the Secretary of the Governor and Administrative Letter 155-18 issued by the Management and Budget Office of the Government of P.R. ("OGP", in Spanish acronym) -----

--- The Office of the Secretary of the Governor has the authority to terminate this contract in any moment. -----

--- BOTH PARTIES recognize and accept that the services object of this contract can be provided to any other governmental agency of the Executive branch with which the FIRST PART has an intergovernmental agreement or by order of the Office of the Secretary of the Governor. These services will be provided under the same terms and conditions in relation of the working hours and compensation accorded in the contract. The term "governmental agency of the Executive branch" includes all the agencies of the Government of Puerto Rico, as also, all the instrumentalities and public corporations. -----

SIGNATURE AND CLOSURE -----

---- **IN WITNESS** to the Contract between EQB and NTT DATA to all of the above terms, obligations and conditions, the respective governing bodies of the two organizations have approved the same and have authorized their appropriate officers to affix their signatures below and initialize all its pages indicating such to be effective upon this 18 day of june, 2019. --

**FIRST PART
ENVIRONMENTAL QUALITY BOARD**

Tania Vázquez Rivera

Tania Vázquez Rivera, Esq.
Executive Director
P.O. Box 11488
Santurce, P.R. 00910
Tel.: (787) 767-8181

**SECOND PART
NTT DATA EAS, INC.**

William R. Bauer

William Bauer
Authorized Representative
530 Ave. Constitución
Atrium Office Center
San Juan, P.R. 00901
Tel.: (787) 289-7869

**GOVERNMENT OF PUERTO RICO
DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES
(ENVIRONMENTAL QUALITY BOARD)**

CONTRACT NO.: 2019-000014C

**AMENDMENT THE PROFESSIONAL SERVICES CONTRACT
FISCAL YEAR 2018-2019**

APPEAR

--- **AS PARTY OF THE FIRST PART: THE ENVIRONMENTAL QUALITY BOARD** of the Government of Puerto Rico (today Department of Natural and Environmental Resources), hereby represented by **Tania Vázquez Rivera, Esq.** as Secretary, whom is of legal age, married and resident of Bayamón, Puerto Rico, hereinafter referred to as "**DNER**". -----

--- **AS PARTY OF THE SECOND PART: NTT DATA EAS, INC.** (previously known as EMPOWER SOLUTIONS, INC.,) a corporation organized under the laws of Michigan, U.S.A., with main office at 1660 International Drive, Suite 300, McLean, VA 22101, hereby represented by **Mr. Christopher Merdon** of legal age, married and resident of Maryland, USA, as duly authorized by the Corporation as attested by Resolution of the Board of Directors of NTT DATA dated June 28, 2018, henceforth referred to as "**NTT DATA**". -----

---- NTT DATA EAS, Inc. is authorized by the State Department of the Commonwealth of Puerto Rico, to do business in Puerto Rico, as accredited in Certificate of Authorization to do Business in Puerto Rico numbered 10,067-F. -----

LEGAL BASIS

--- This Professional Services Contract is performed in accordance with Law 416-2004, as amended, known as the "Environmental Public Policy Act". -----

--- Both parties recognize their legal standing to execute this contract, therefore, they freely and willingly: -----

STATE

--- **WHEREAS:** By virtue of Law 416-2004, as amended, DNER is authorized to enter into this Contract; -----

NOW THEREFORE: In consideration of the foregoing premises and the mutual covenants and Contracts set forth herein, the parties hereto agree to execute this Amendment the Article XXII under the following:

TERMS AND CONDITIONS

ARTICLE XXII – EFFECTIVE DATE OF THIS CONTRACT

---This amended contract extends the period of performance effectiveness for the 2018-2019 contract period to reflect September 25, 2018 to December 31, 2019. However, the EQB, can terminate this Contract in any moment by sending a written notification to the SECOND PART. -- Required by Executive Order No. 2018-002 of the Office of the Secretary of the Governor and Administrative Letter 155-18 issued by the Management and Budget Office of the Government of P.R. ("OGP", in Spanish acronym) -----

--- The Office of the Secretary of the Governor has the authority to terminate this contract in any moment. -----

--- BOTH PARTIES recognize and accept that the services object of this contract can be provided

NTT DATA EAS, INC.

Professional and Consulting Agreement

to any other governmental agency of the Executive branch with which the FIRST PART has an intergovernmental agreement or by order of the Office of the Secretary of the Governor. These services will be provided under the same terms and conditions and continue to apply in correlation to the original contract 2019-000014. The funding level necessary to support a continuance of support for the staffing level and hourly rates accorded in the original contract will be adjusted by DNER to support the amended period of performance. The term "governmental agency of the Executive branch" includes all the agencies of the Government of Puerto Rico, as also, all the instrumentalities and public corporations.

SIGNATURE AND CLOSURE

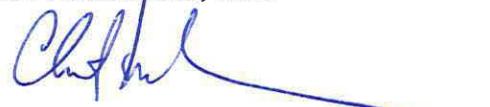
--- IN WITNESS to the Contract between EQB and NTT DATA to all of the above terms, obligations and conditions, the respective governing bodies of the two organizations have approved the same and have authorized their appropriate officers to affix their signatures below and initialize all its pages indicating such to be effective upon this 31 day of July, 2019. --

FIRST PART
ENVIRONMENTAL QUALITY BOARD



Tania Vázquez Rivera, Esq.
Secretary
P.O. Box 11488
Santurce, P.R. 00910
Tel.: (787) 767-8181

SECOND PART
NTT DATA EAS, INC.



Christopher Mardon
Authorized Representative
530 Ave. Constitución
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San Juan, P.R. 00901
Tel.: (787) 289-7869

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